

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 26 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
36-14087	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Margaret Gnemi and William Gnemi

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Greg Callen Farms, LLC

New owner(s) as listed on the conveyance document

Name connector

☐ and ☐ or ☐ and/or

376 W 500 S

Jerome

ID

83338

Mailing address

City

State

ZIP

208-539-2722

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: _____

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Date

Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by [Signature] Date 7-26-2018

Receipt No. 5036878

Receipt Amt. \$25-

Active in the Water Supply Bank? Yes ☐ No ☐

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☐

Name on W-9 _____

Approved by _____

Processed by _____

Date _____

Recording Requested By and
When Recorded Return to:

GREG CALLEN FARMS, LLC
376 W. 500 S.
Jerome, ID 83338

17303408

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Instrument # 2181529

JEROME COUNTY, JEROME, IDAHO
04-18-2018 04:27:17 PM No. of Pages: 2
Recorded for: TITLEONE - JEROME
MICHELLE EMERSON Fee: \$16.00
Ex-Officio Recorder Deputy: jw
Electronically Recorded by Simplifile

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 16th day of April, 2018, is between **#376 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC**, an Idaho limited liability company ("Grantor"), and **GREG CALLEN FARMS, LLC, AN IDAHO LIMITED LIABILITY COMPANY ("Grantee")**, whose legal address is: 376 W. 500 S., Jerome, ID 83338.

WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Jerome, State of Idaho, more particularly described as follows:

Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho
Section 36: W1/2SE1/4

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "**Property**").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of December 13, 2017.

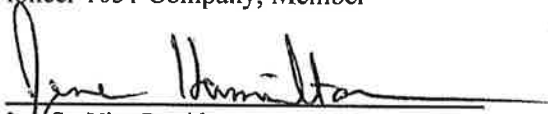
The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

#376 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC,
an Idaho limited liability company

By: Pioneer 1031 Company, Member

By:


Its Sr. Vice President

STATE OF IDAHO

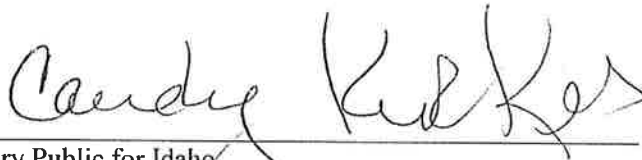
)
) ss.
)

COUNTY OF ADA

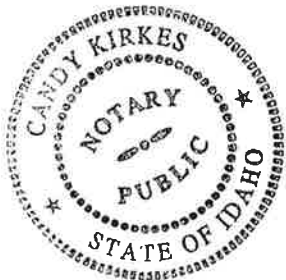
On this 16th day of April, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Jesse Hamilton, known to me to be the Sr. Vice President of Pioneer 1031 Company, an Idaho corporation, which corporation is the Sole Member of #376 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company, and acknowledged to me that she/he executed the within and foregoing instrument for and on behalf of said corporation as Sole Member of said limited liability company and in said corporation's name as Sole Member of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 3/1/2019





TitleOne
a title & escrow co.

Instrument # 2174723
JEROME COUNTY, JEROME, IDAHO
12-13-2017 12:26:16 PM No. of Pages: 3
Recorded for: TITLEONE - TWIN FALLS
MICHELLE EMERSON Fee: \$16.00
Ex-Officio Recorder Deputy: jw
Electronically Recorded by Simplifile

File # 17303408

The intent of this Deed is to put Parcel No. 1 and No. 2 of the legal description into the combined legal W1/2SE1/4 of Section 36, T8S, R16E

Quitclaim Deed

For value received, Gnemi Farms, LLC, an Idaho limited liability company (as to Parcel No. 1 described below) and Wilma Gnemi, also shown as Wilma Walp, Trustee of the Wilma Gnemi Trust (as to Parcel No. 2 described below),

Does hereby convey, release, remise, and forever quit claim unto

Wilma Gnemi Trust, Wilma Gnemi, Trustee
whose current address is 6413 Randolph, Boise, Idaho 83709

the following described premises:

PARCEL NO. 1:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 36: W $\frac{1}{2}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM:

A tract of land being the West half of the SE $\frac{1}{4}$ of Section 36, Township 8 South, Range 16 East Boise Meridian, Jerome County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said SE $\frac{1}{4}$;
Thence South 89°21'26" East a distance of 1052.79 feet along the Southerly boundary of said SE $\frac{1}{4}$;
Thence North 00°38'34" East a distance of 152.28 feet to THE TRUE POINT OF BEGINNING;
Thence North 00°47'53" East a distance of 325.04 feet;
Thence South 89°12'09" East a distance of 240.58 feet;
Thence South 00°34'17" West a distance of 235.72 feet;
Thence South 86°06'34" West a distance of 94.34 feet;
Thence South 28°52'36" West a distance of 59.14 feet;
Thence South 01°46'35" West a distance of 30.19 feet;
Thence North 88°50'15" West a distance of 119.14 feet to THE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 36: A parcel of land located in the W $\frac{1}{2}$ SE $\frac{1}{4}$, described as follows:

Thence South 89°21'26" East a distance of 1052.79 feet along the Southerly boundary of said SE¼;
Thence North 00°38'34" East a distance of 152.28 feet to THE TRUE POINT OF BEGINNING;
Thence North 00°47'53" East a distance of 325.04 feet;
Thence South 89°12'09" East a distance of 240.58 feet;
Thence South 00°34'17" West a distance of 235.72 feet;
Thence South 86°06'34" West a distance of 94.34 feet;
Thence South 28°52'36" West a distance of 59.14 feet;
Thence South 01°46'35" West a distance of 30.19 feet;
Thence North 88°50'15" West a distance of 119.14 feet to THE POINT OF BEGINNING.

SUBJECT TO AND INCLUDES use of an easement for the purposes of ingress, egress, and public utilities over a strip of land 25.00 feet in width and lying 12.50 feet right and 12.50 feet left of the following described centerline located in the W½SE¼ of Section 36, Township 8 South, Range 16 East Boise Meridian, Jerome County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said SW¼SE¼;
Thence South 89°21'26" East a distance of 1159.97 feet along the Southerly boundary of said SW¼SE¼ to THE TRUE POINT OF BEGINNING;
Thence North 02°07'16" West a distance of 68.51 feet;
Thence North 01°17'56" East a distance of 82.90 feet;
Thence North 05°31'59" East a distance of 63.61 feet;
Thence North 02°19'12" West a distance of 40.46 feet;
Thence North 21°22'38" West a distance of 53.55 feet;
Thence North 28°50'40" West a distance of 62.03 feet;
Thence North 13°49'03" West a distance of 70.49 feet;
Thence North 18°35'11" West a distance of 53.23 feet to the Northerly boundary of the above described parcel and the Terminus of said easement.

PARCEL NO. 1 AND 2 TO BE COMBINED TO READ:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 36: W½SE¼

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Date: 12/11/2017

Gnemi Farms, LLC, an Idaho limited liability company

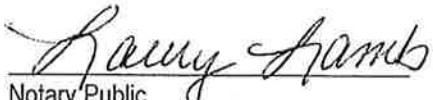
By: Wilma Gnemi
Wilma Gnemi, Manager

Wilma Gnemi, Trustee of the Wilma Gnemi Trust

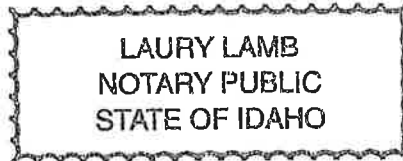
By: Wilma Gnemi TTE
Wilma Gnemi, Trustee

STATE OF IDAHO)
)ss.
COUNTY OF Jerome)

On this 12th day of December, 2017, before me, the undersigned, a Notary Public, personally appeared Wilma Gnemi known or identified to me to be (the manager, the managers, a member, the members) of Gnemi Farms, LLC the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.



Notary Public
Residing at: Jerome, ID
My Commission Expires: 4/2/2022

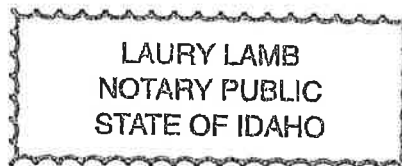


State of Idaho, County of Jerome, ss.

On this 12th day of December in the year of 2017, before me, the undersigned, a notary public in and for said state personally appeared Wilma Gnemi, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of Wilma Gnemi Trust and acknowledged to me that he/she executed the same as trustee.



Notary Public
Residing In: Jerome, ID
My Commission Expires: 4/2/2022





Instrument # 2174724
JEROME COUNTY, JEROME, IDAHO
12-13-2017 12:26:16 PM No. of Pages: 2
Recorded for: TITLEONE - TWIN FALLS
MICHELLE EMERSON Fee: \$16.00
Ex-Officio Recorder Deputy: jw
Electronically Recorded by Simplifile

Order Number: 17303408

Warranty Deed

For value received,

Wilma Gnemi, as Trustee of Wilma Gnemi Trust

the grantor, does hereby grant, bargain, sell, and convey unto

#376 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company

whose current address is c/o Greg Callen Farms, LLC, 376 W 500 S Jerome, ID 83338

the grantee, the following described premises, in Jerome County, Idaho, to wit:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 36: W $\frac{1}{2}$ SE $\frac{1}{4}$

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Dated: December 11, 2017

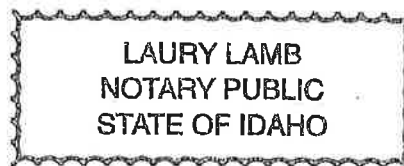
Wilma Gnemi, Trustee of the Wilma Gnemi Trust

By: Wilma Gnemi TTE
Wilma Gnemi, Trustee

State of Idaho, County of Jerome, ss.

On this 12th day of December in the year of 2017, before me, the undersigned, a notary public in and for said state personally appeared Wilma Gnemi, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of Wilma Gnemi Trust and acknowledged to me that he/she executed the same as trustee.

Laury Lamb
Notary Public
Residing In: Jerome, ID
My Commission Expires: 4/2/2022





State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter
Governor

Gary Spackman
Director

July 27, 2018

GREG CALLEN FARMS LLC
376 W 500 S
JEROME ID 83338-5965

Re: Change in Ownership for Water Right No(s): 36-14087

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 736-3033.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosure(s)

c: TitleOne (17303408)



237 N. Lincoln
Jerome, ID 83338
Ph. (208) 324-3357
Fx. (866) 310-3443
www.titleonecorp.com

Idaho Dept of Water Resources
Trish Fawcett
650 Addison Ave W, Ste 500
Twin Falls, ID 83301

RECEIVED

JUL 26 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: July 24, 2018

Re: Escrow No. 17303408~ Greg Callen Farms, LLC, an Idaho limited liability company

Dear Trish,

In connection with the above referenced transaction, I am enclosing the following:

- Check No. 35284 in the amount of \$25.00
- Notice of Change in Water Right Ownership for water right No. 36-14087
- Copy of recorded Warranty Deed, Instrument No. 2181529, Jerome County, Idaho
- Copy of recorded QuitClaim Deed, Instrument No. 2174723, Jerome County, Idaho
- Copy of recorded Warranty Deed, Instrument No. 2174724, Jerome County, Idaho

If you have any questions, please do not hesitate to contact me.

Sincerely,

Laury Jo Lamb
(208) 324-3357
llamb@titleonecorp.com